

WILLIAMS MULLEN

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September 10, 2020

VIA EMAIL ONLY

Catherine Chiccine
Attorney-Advisor
United States Environmental Protection Agency, Region 7
11201 Renner Boulevard
Lenexa, Kansas 66219

Re: Findett Superfund Site

Dear Ms. Chiccine:

As you are aware, I represent SantoLubes Manufacturing, LLC (SantoLubes), a company whose sole facilities are in Spartanburg, South Carolina. This letter responds to your request for information regarding how SantoLubes came to be involved with the Findett Superfund Site in St. Charles, Missouri (Site). As we discussed, my client does not know, but other information discussed below provides a plausible explanation.

When SantoLubes first contacted me about this matter, I was advised that new management is now running the company after George Garrison, the former CEO, left the company in early 2020. I learned that SantoLubes has been paying costs at the Site for many years, but no one knew why. I asked if there was a Consent Decree or Administrative Order on Consent that obligated SantoLubes to pay these costs, and no one knew of any.

Based on my review of information from my client as well as information available on-line, it appears that Findett Real Estate Corporation (Real Estate), a company controlled by George Garrison, entered into Consent Decrees with the United States in 1989 and 2007 to perform work at the Site.¹ While my client has no information about this, I understand you confirmed in a phone call with Ellen Goldman, the former counsel for George Garrison and Real Estate, that she believes SantoLubes' funds were used to pay the obligations of Real Estate under the two Consent Decrees.

¹ The name of Findett Real Estate Corporation when it signed the Consent Decree in 1989 was Findett Corporation. According to the website of the Missouri Secretary of State, the only two Findett entities still in existence are Findett Real Estate Corporation and Findett Properties LLC. Findett Real Estate Corporation was originally incorporated as Findett Service Co. by Articles of Incorporation filed with the Missouri Secretary of State's Office on April 23, 1962. It changed its name to Findett Corporation by Amendment of Articles of Incorporation dated November 4, 1974. Findett Corporation changed its name to Findett Real Estate Corporation by Amendment of Articles of Incorporation dated December 8, 2003. The Amendment was signed by George Garrison as President and Secretary. Findett Properties LLC filed Articles of Organization with the Missouri Secretary of State's Office on September 17, 2003. It appears that Findett Real Estate Corporation is wholly owned by Findett Properties LLC which, in turn, is wholly owned by George Garrison.

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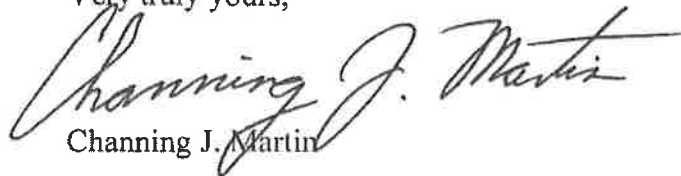
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According to my client, SantoLubes and Real Estate (or any other "Findett" entities) do not have any business or financial relationships. The only thing they have in common is that George Garrison was an officer in, had an interest in, and ran both companies until he left SantoLubes in early 2020. It is my understanding that his separation from SantoLubes was not amicable.

It is not too difficult to imagine how all of this may have occurred. The Site was first designated by EPA as a Superfund Site in the mid-to-late 1980s. Real Estate was responsible for performing work under the Consent Decrees, but at some point years ago it appears SantoLubes began doing the work and paying for it. This has gone on for so long that those now with the company have no institutional knowledge of what occurred decades ago and therefore had no reason to question why SantoLubes was involved or why it was continuing to pay bills. Similarly, because the work at the Site was getting done and being paid for, there would be no reason for anyone at EPA to inquire into why SantoLubes was doing so. All that mattered was the work was getting done; that is, until SantoLubes recently advised EPA that its financial condition was poor and that it did not have the money required to perform an upcoming aspect of the work. At that point, EPA sent an information request to SantoLubes inquiring about its financial condition, and I was employed to assist in responding to the same. My discussions with new management quickly revealed that no one knew why SantoLubes was obligated to perform work or pay costs at the Site, only that it had been going on for a long time.

Based on the above, it does not appear that SantoLubes has any responsibility for performing work or paying costs at the Site. I am happy to discuss this with you further at your convenience.

Very truly yours,



Channing J. Martin

CJM/rno
cc: John J. Pezzillo, CEO